

**WORKING AGREEMENT**

**BETWEEN**

**THE CITY OF QUINCY, ILLINOIS**

**&**

**AMALGAMATED TRANSIT UNION**

**LOCAL #1108**

**EFFECTIVE DATES OF AGREEMENT**

**MAY 1, 2015 TO APRIL 30, 2018**

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## **PREAMBLE**

THIS AGREEMENT, entered into by the City of Quincy, Illinois, hereinafter referred to as the Employer, and the Local #1108, Amalgamated Transit Union, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and establishment of rates of pay, hours of work and the other conditions of employment.

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its full-time employees insofar as such practices and procedures are appropriate to functions and obligations of the City to retain the right to operate the City government effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of employees of Quincy Transit Lines; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of Quincy Transit Lines.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

Both parties mutually agree that their objective is for the good and welfare of the City and Union members alike. Both parties further agree that, in the interest of collective bargaining and harmonious relations, they will at all time abide by the terms and conditions as hereinafter set forth and agreed upon. The City and Union regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

Section 1. Either of the parties hereto shall have the right to open this Agreement for the modification and/or additions to be effective May 1, 2015 or any anniversary date thereafter by written notice to the other party at least sixty (60) days and not less than thirty (30) days prior to such anniversary date. If no agreement is reached within sixty (60) days or such further time as parties may agree upon, the matter shall be submitted to arbitration as provided in Article VI, Section 3.

Section 2. All conditions of this Agreement are to continue in full force and effect until changed, revised or amended from time to time by agreement of the parties, or by the decision of the Board of Arbitration.

## **ARTICLE I RECOGNITION**

Section 1. The City of Quincy, its successors or assigns, recognizes the Amalgamated Transit Union, Local #1108, as the exclusive representative of the City of Quincy Transit Department's operators and agrees to bargain collectively with the properly constituted representatives of the Amalgamated Transit Union, Local #1108, on matters affecting wages, hours and working conditions.

Section 2. In accordance with applicable laws, the provisions of this Agreement shall be applied equally to all employees in the bargaining unit, without discrimination as to age, sex, marital status, race, color, creed, religion or national origin. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

Section 3. The masculine gender as used herein shall be deemed to include the feminine gender, unless in the context of the provision(s) concerned the feminine gender is clearly inappropriate.

#### Section 4. Definitions:

- Department - City of Quincy, Quincy Transit Lines
- Division #1 - Fixed Route Operators division includes full-time motor coach operators and regular extra motor coach operator. Responsible for learning all routes, transporting all citizens, complying with all FTA rules, ADA and Illinois Department of Public and Intermodal Transportation regulations that include, but are not limited to, announcing all stops and the next stops using the microphones provided on the buses and doing pre-trip and post-trip inspections, completing necessary paperwork and adhering to time schedules for each route as outlined in the QTL brochure
- Division #2 - Complimentary Para-transit division includes Para-Transit Operators. Responsible for operating para-transit buses to safely transport senior and/or disabled passengers following a scheduled route, completing necessary paperwork, assisting passengers with oxygen equipment and/or carry on packages.
- Division #3 - Part-time Operator division includes part-time motor coach operators. Responsible for learning both the fixed route and para-transit job duties.
- Division #4 - Senior Transport Drivers  
Responsible for transporting senior citizens and others to various destinations in Quincy.
- Division #5 - Quincy University Shuttle Drivers  
Responsible for transporting students in a safe and efficient manner between the two university campuses according to designated routes.

## ARTICLE II MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the City possesses the right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

- (a) The right to determine its mission, policies, and to set forth all standards of services offered to the public;
- (b) To plan, direct, control and determine the operations or services to be conducted by employees of the City;
- (c) To determine the methods, means, number of personnel, needed to carry out the department's mission;
- (d) To direct the working forces;
- (e) To hire and assign or to transfer employees within the department;
- (f) To promote, suspend, discipline or discharge for just cause;
- (g) To schedule and assign work;

- (h) To establish work and productivity standards;
- (i) To assign overtime;
- (j) To lay off or relieve employees, due to lack of work or funds or for other legitimate reasons;
- (k) To make, publish and enforce rules and regulations;
- (l) To introduce new or improved methods, equipment or facilities;
- (m) To contract out for goods and services;
- (n) To take any and all actions as may be necessary to carry out the mission of the City and Quincy Transit Lines in situations of civil emergency as may be declared by the Mayor, provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

Section 2. The Mayor and City Council have the sole authority to determine the purpose and mission of the City and the amount of budget to be adopted thereto.

Section 3. If, in the sole discretion of the Mayor, it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency. Should an emergency arise, the Mayor shall advise the President of the Union, or the next highest officer of the Union, of the nature of the emergency. The Mayor shall follow up said advice in writing as soon thereafter as practical and shall forward said written notice to the President of the Union.

### **ARTICLE III UNION DUES**

Section 1. The Comptroller for the City of Quincy, upon receipt of a signed authorization from the Union, shall deduct regular monthly union dues from an employee's pay. He shall transmit dues to the Secretary-Treasurer of the Union on or before the fifteenth (15<sup>th</sup>) day after the deduction has been made.

The Union is required to notify the City Comptroller, with at least thirty- (30) days notice, of any change in the amount of union dues to be deducted.

The Union shall refund to the City any amount paid to the Union in error because of the dues deduction provision.

Section 2. Indemnification. The Union hereby indemnifies the City from any and all liability that may arise from the negligent act or omission of the Union or its authorized representatives with regard to compliance with this Article.

### **ARTICLE IV PROBATION PERIOD**

Section 1. During any probationary period, the employer may discharge the employee at any time and the employer's right to do so shall not be questioned. All new employees shall be on probation for a period of three (3) months from the date of employment. Such probation period shall constitute a trial period during which the employer is to judge the ability, competence, fitness and other qualifications of new employees to do the work for which they are employed. In the event the City desires additional time to determine the abilities and/or

qualifications of any probationary employee, the City shall discuss with the Union prior to the end of the three (3) month service its wish to extend the period up to no more than one (1) additional month worked. During such period, the employer may discharge the employee at any time, and the employer's right to do so shall not be questioned, nor shall the Union Local #1108 assert or present any grievance on behalf of any such new employee because of any matter or occurrence within such probationary period.

For purposes of this Section 1, "three months service" means through the close of business on the numerical date corresponding to the employee's start date in the third month next succeeding employee's start date. Employees hired on the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> of any month, shall be deemed to have completed three months service on the last day of the third month next succeeding that start date.

## **ARTICLE V**

### **UNION SECURITY**

On the thirtieth (30<sup>th</sup>) day following the effective date following this Agreement, or the sixtieth (60<sup>th</sup>) day following the beginning of their employment, whichever is later, or as soon thereafter as their respective application for membership made on or before such day shall have been accepted by the Union and as a condition of employment, all employees coming within the scope of this Agreement shall become and remain members of the Union, or begin and continue to pay their fair share, during the period covered by this Agreement.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

Section 1. A grievance is defined to be:

- A. Any controversy between the City of Quincy and the Union as to any matter involving the interpretation or application of the terms of employment as herein set forth; and
- B. Any controversy between the City and the Union as to whether or not any employee suspended or discharged for violations of any rule of the City is guilty of such violation or offense.

Section 2. In the settlement of grievances under the terms of this Agreement, the following procedure shall apply:

- A. Step 1: Any employee having an alleged grievance will discuss the same with the Director of Transit.
- B. Step 2: If the grievance is not resolved or settled at the Step 1 stage, the grievance shall be reduced to writing within five (5) working days after the Step 1 response or reply by the City (which response or reply may be verbal (oral)) and delivered to the Director of Transit. The Director shall respond or reply to the written grievance within five (5) working days of receipt. This time may be extended by agreement of City and the Union
- C. Step 3: If the grievance is not resolved at the Step 2 stage, the Union shall file the same with the City Human Resources Director within five (5) days after the Step 2 response or reply to the Director. The Human Resources Director shall respond or reply to the written grievance within five (5) days of receipt. This time may be extended by agreement of City and the Union
- D. If the grievance is not resolved or settled at the Step 3 stage, the Union shall notify the City within ten (10) days of the Step 3 reply of its demand that the grievance be submitted to arbitration in accordance with Section 3 of this Article VI.

Section 3. In the event that either the Employer or the Union #1108 shall have demanded a grievance be submitted to arbitration as herein provided, the following procedure shall apply:

- A. Within five (5) days after one party shall have duly served a demand for arbitration upon the other party, each party shall:
  - 1. Appoint one (1) person to serve as its member of a Board of Arbitration.
  - 2. Notify the other party of such appointment in writing.
- B. The two (2) arbitrators so appointed by the employer and Union #1108 shall meet and endeavor to settle and determine the dispute created by the grievance or grievances in question. If they fail to settle and determine the dispute within five (5) days, after a date has been set for a meeting agreeable to the respective arbitrators, and following the service of a demand for arbitration as aforesaid, the parties shall then promptly proceed to request the Federal Mediation and Conciliation Service to name a third and impartial arbitrator who, when so selected and appointed, shall act as Chairman of the Arbitration Board so finally constituted.
- C. If one of the arbitrators named by the parties hereto dies, resigns or for any reason is unable to act, the party appointing him shall name his successor within five (5) days after such death, resignation or withdrawal. If it shall become necessary to appoint a successor for the third and impartial arbitrator, such successor shall be selected in the same manner as the original third and impartial arbitrator was selected. Any such successor arbitrator shall act with the same power as though originally appointed. The Board of Arbitration shall meet and organize at Quincy, Illinois, at such time as may be mutually agreed upon between the parties and shall thereafter continue to meet on every day that it is practical for them to meet until all evidence and arguments have been received and heard. The Board of Arbitration shall establish its own rules of procedure not inconsistent with the terms of this Agreement, and all arbitration proceedings hereunder shall be conducted in Quincy, Illinois. The decision of a majority of the Board of Arbitration shall become final and binding on the parties to the Agreement when delivered to them in writing. Any minority member of the Board of Arbitration shall have the right to assert his dissent to all or any part of any decision that may be handed down. However, in making monetary awards to employees the Board of Arbitration shall be governed by the provisions that no award shall ever exceed the loss in earnings as determined. The parties hereto shall each pay the fees and expenses of the arbitrator of its own selection. The fees and expenses of the third and impartial arbitrator, as well as other joint expenses incidental to the arbitration, shall be borne equally by the parties. The time limits set forth in this Article shall exclude weekends and holidays.

## ARTICLE VII

### SENIORITY

Section 1. Confidential personnel service records for each employee will be maintained. Should a permanent position become open in the department, written notice of said position shall be posted on the employee bulletin board at the time of the opening. Said notice shall include job requirements, labor grade and hourly rate. Any member of the Union may submit written application (Bid) for the open position, but said application must be submitted within three (3) working days of the position opening. If the opening is in Division 1, the position will be filled first by the employee within that Division with the highest seniority who has bid. Second by the employee in Division 2 with the highest seniority who has bid. Third by the employee in Division 3 with the highest seniority who has bid. If the opening is in Division 2, the position will be filled as above with first choice Division 2, second Division 1 and third Division 3. If the opening is in Division 3 the order will be 3<sup>rd</sup>, 1<sup>st</sup> or 2<sup>nd</sup>. The employee selected shall carry with him all accumulated seniority for fringe benefits and bumping rights.

Section 2. Seniority will be the prime consideration in assigning runs and the City of Quincy will recognize the employee's continuous past years of service with Quincy Transit Lines in regard to length of vacations and assignment of runs in accordance with Article X and XI of this Working Agreement.

Section 3. The Employer agrees to keep posted in an accessible place an up-to-date seniority list showing the name and seniority of all employees.

Section 4. The City shall maintain two (2) rosters for Part-time and Full-time Operators.

Seniority for Part-time Operators shall be governed by their date of hire. In the event two (2) or more operators have the same date of employment or assignment, the ranking of such individuals for seniority purpose shall be in the order of age and the oldest individual with the same seniority date shall be assigned the higher seniority ranking. In the event two (2) individuals have the same birthday, the matter shall be resolved by lot between the individuals concerned.

Seniority shall be used to determine priority status for shifts, RDOs, and appointment to Full-Time Operator positions.

A Part-Time Operator who applies and is accepted for employment as a Full-Time Operator shall for all purposes accrue Full-Time seniority from the date of his or her date of hire.

Section 5. Employees who returned to part-time status from full-time status as a result of the Illinois state budget cuts in 2015 will receive benefit packages equivalent to full-time status retroactive to May 1, 2015.

## **ARTICLE VIII**

### **WORK WEEK**

Section 1. The normal workweek for all employees shall be Sunday through Saturday. The workday shall be the twenty-four (24) hour period immediately following an employee's scheduled starting time.

Section 2. Employees shall have a minimum of (8) eight hours of rest between the finishing time of an assigned run and before the next assigned run.

Section 3. In case of a declared emergency by the Mayor or when the Director of Transportation determines a shutdown is necessary and buses are removed from the streets, all full-time operators shall receive their daily rate of pay for each work day off to total a 40 hour work week.

Section 4. In case of a declared emergency by the Mayor or when the Director of Transportation determines a shutdown is necessary and buses are removed from the streets, all part-time operators shall receive their full rate of pay they were scheduled to work that week. Part-time operators may be assigned other duties to be performed other than normal bus operations that they were scheduled to work.

## **ARTICLE IX**

### **HOLIDAY PAY**

Section 1. Holidays for full-time employees are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and six (6) or seven (7) personal days. (If the Mayor's annual list of holidays includes Election Day (General Election, Federal or Mayoral), there will be seven (7) personal days). If not, there will be six (6). Holiday time including the six (6) or seven (7) personal days will accrue in the pay period they occur. (The six (6) or seven (7) personal days are in lieu of City recognized holidays the Transit Department does not receive.)

If a full-time operator is scheduled on a 13.25 or 13.50 hour run on the day the holiday falls, they shall receive 13.25 or 13.50 hours of holiday pay. All other full-time operators shall receive 10 hours of holiday pay.

When City Hall is closed in observance of a contractual holiday which falls on a weekend and operators are required to provide service on the days City Hall is closed, those operators will receive ten (10) hours personal time for working that day.

Should the Mayor elect to grant City Hall employees an extra holiday, such as Christmas Eve, the members of Local #1108 will also receive an additional holiday.

Part-time Transit Drivers will accrue six (6) or seven (7) personal days in lieu of City recognized holidays the Transit Department does not receive as stated above, in the pay period they occur. If an employee is scheduled to work the holiday the time accrued may be taken any time after the occurrence of the holiday and at the employee's leisure with prior approval by the Supervisor.

There will be no bus service on Thanksgiving Day unless there is a need for dialysis utilizing D&E service. All buses will run from 6:00 a.m. to 4:00 p.m. on Christmas Eve. There will be no bus service Christmas Day. In case of a special event, the City will request a driver(s). In the event no driver comes forward, the driver(s) with the least seniority will be assigned to drive.

Personal days are granted as stated for each contract period. Any unused personal days carried over from one contract period to the next, not taken by the last pay period in November, will be paid in cash at the prevailing wage rate on the first pay check in December. To request personal time off the employee is required to give a minimum of twenty-four (24) hour notice to the Supervisor, which will be granted unless it is unduly disruptive to the schedule. Management will consider emergency and unforeseen situations taking into consideration the employee's tenure and past attendance in granting any requests for personal time given less than twenty-four (24) hour notice.

Section 2. To be eligible for holiday pay, an employee must also have worked his last work period scheduled for him prior to the holiday and his first scheduled work period after the holiday, unless he has been excused by a licensed medical doctor or is on an approved vacation.

Section 3. Should a full-time hourly employee be called on to perform work on any of the holidays, scheduled or otherwise, he shall be paid at the rate of one and one-half (1½) times his straight time rate for the hours worked, plus straight time equal to the employee's normal shift.

## **ARTICLE X**

### **PREPARATORY TIME**

Section 1. All Motor Coach Operators shall receive ten (10) minutes preparatory time prior to their run.

Section 2. All Motor Coach and Special Transit Vehicle Operators shall receive thirty (30) minutes of time at regular straight hourly rate of pay for filling out motor vehicle accident reports.

## **ARTICLE XI**

### **VACATION**

Section 1. Full-time employees are eligible for vacation as set forth below. Vacation shall be accrued on a monthly basis and awarded the first day of the month following accrual. New employees must complete one (1) year of continuous employment before becoming eligible to take vacation. New employees will be eligible to take two (2) weeks vacation the first of the month following the completion of one (1) year of service. Employees will earn vacation time according to the following schedule:

<u>Length of Service</u>	<u>Vacation Earned</u>	<u>Annualized Equivalent</u>
1 thru 7 years	6.67 hours per month	2 weeks
8 thru 14 years	10 hours per month	3 weeks
15 years and over	13.34 hours per month	4 weeks

Section 2. Employees shall not receive pay in lieu of vacation time except at the time of termination, provided at least two (2) weeks written notice is given. The employee must be employed on the last day of the month to receive the accrual for the month. Employees may carry over one (1) year of their annualized equivalent vacation time into a succeeding calendar year. Any unused amount over the allowed carry over will be forfeited on January 1 of the succeeding year.

For example: 11 years of service may carry over a maximum of 3 weeks (120 hours) on January 1 and continue to accrue 10 hours monthly. By the end of the calendar year the employee must use vacation time down to the carry over amount of 120 hours or less. If not they will forfeit any excess.

Section 3. The employee may request his vacation time all together or in parts, as is most convenient for him, but in no case can vacation be taken for less than two- (2) hours. The head of the division will approve this time, provided it does not interfere with the orderly scheduling of work. Where a recognized holiday occurs during an employee's vacation time, it shall not be counted against the vacation time.

Section 4. Effective May 1, 2006 all current full-time employees service time will be adjusted to their hire date to determine benefit eligibility. The service time for all current and future part-time employees will be adjusted to their hire date upon full-time status for benefit eligibility.

Section 5: Vacation requests turned in prior to January 15<sup>th</sup> of each calendar year will be treated with priority over those requests turned in after this date. Seniority will serve as the method of selection in determining who receives a vacation request during this time. Vacation requests can be turned in for the entire calendar year during this time.

Requests for vacation turned in after January 15<sup>th</sup> of each calendar year will be treated on a first requested first issued basis with no seniority consideration.

Full-time employees will receive preference over part-time employees in all cases with the exception of requests made less than 30 days prior to the time off requested.

## ARTICLE XII ASSIGNMENT OF RUNS

Section 1. Crossing over divisional lines will be allowed for bidding positions in Division #1 and Division #4 and shall be picked according to seniority. The runs must be posted thirteen (13) days before the effective date. Drivers must pick their runs no later than seven (7) days before the effective date.

Para-Transit runs shall be picked according to seniority for Division #2 only.

Assignment dates are: January 1, April 1, July 1, October 1, or more frequently if deemed necessary by the City and/or Supervisory personnel.

Quincy University drivers shall have the first opportunity to bid on a part-time driving position when opening becomes available.

Section 2. Effective May 1, 2006, the Route 4 drivers will work four (4) three-day shifts – two (2) drivers working M, T, W and two (2) drivers working Th, F, S from 5:55 a.m. to 6:20 p.m.

- A. Drivers will be paid for forty (40) hours for the three-day shifts. The three days will be paid as follows:
  - 1. Monday 13.25 hours
  - 2. Tuesday 13.25 hours
  - 3. Wednesday 13.50 hours
  - 4. Thursday 13.25 hours
  - 5. Friday 13.25 hours
  - 6. Saturday 13.50 hours
- B. When a driver, whose bid route is a three-day route, works outside his normal bid route, he shall receive overtime pay as described Article XIII.
- C. When a driver, whose bid route is a three-day route, is sick or takes a personal or vacation day, he shall receive either 13.25 or 13.50 hours compensatory time depending on which day he is not at work. If he takes the entire three days off, he will receive 40 hours pay.
- D. When a substitute driver drives in place of a regular Route 4 driver, the substitute driver will be paid for hours actually worked and Article XIII will apply.

Section 3. In the event a permanent vacancy occurs in any run or assignment more than thirty (30) days prior to the next general assignment date, all Motor Coach Operators of less seniority than those Motor Coach Operators creating such vacancies, may exercise their seniority and displace any junior Motor Coach Operator.

Section 4. Motor Coach Operators who are unable to be present at the selection of runs shall leave their choice of runs with the Director of Transit in writing; otherwise, the Director will assign runs to them. Any regular Motor Coach Operator who refuses to select a run when the assignment list is presented to him shall forfeit his right to a selection and shall go to the bottom of the extra list until the next regular assignment of runs.

### **ARTICLE XIII**

#### **MINIMUM PAY/EXTRA WORK**

Section 1. All regular Motor Coach Operators who may be required from time to time by the order of the City to perform additional work prior to or after the completion of their regular run assignment shall receive a minimum one and one-half (1½) hours. If such additional work is subject to the overtime rate of pay, the operator shall receive either the minimum pay or one and one-half (1½) times the straight time rate, whichever of the two is greater.

A) Assignment of Part-time Operators. Part-time operators will be assigned to the Sunday Shuttle and the daily split shifts for the Red, Yellow and Green Routes. QTL will also assign part-time operators to fill vacancies due to illness, vacation or personal time use.

B) Fixed route overtime assignments will be first offered to Division 1 operators, second to Division 2 operators and third to Division 3 operators.

- 1. In order to assure that each employee has an equal opportunity to receive an overtime run, each Division 1 operator shall be assigned to a "wheel" that will govern the rotation of the overtime assignments. The operator shall be assigned to the "wheel" based on their seniority and regular days off.

2. The Sunday "wheel" will be limited to Division 3 operators. If the part-time drivers are assigned and there is no part-time driver available or if QTL is unable to reach a part-time driver, QTL will call Division 1 drivers in order of seniority if the vacancy is a fixed route position and Division 2 drivers in order of seniority if it is a paratransit position. The least senior driver of the division must fill the vacancy.
3. The Monday/Tuesday "wheel" shall be for Division 1 drivers that regularly have Monday and Tuesday off. Division 1 drivers shall be assigned to that "wheel" in order of seniority. If there are no Division 1 drivers available or accessible, QTL will call Division 2 drivers and next Division 3 drivers. If there are no Division 3 drivers available and the Division 2 drivers refuse to work, the least senior Division 1 driver must work. If the vacancy is in Division 2, the unassigned Division 2 driver will be required to work.
4. The Wednesday "wheel" shall be for Division 1 drivers that regularly have Wednesday off. Division 1 drivers shall be assigned to that "wheel" in order of seniority. If there are no Division 1 drivers available or accessible, QTL will call Division 2 drivers and next Division 3 drivers. If there are no Division 3 drivers available and the Division 2 drivers refuse to work, the least senior Division 1 driver must work.
5. There will likewise be a Thursday "wheel" and a Friday/Saturday "wheel" with Division 1 employees that regularly have those days off in order of seniority. If there are no Division 1 drivers available or accessible, QTL will call Division 2 drivers and next Division 3 drivers. If there are no Division 3 drivers available and the Division 2 drivers refuse to work, the least senior Division 1 driver must work.

C) Paratransit overtime assignments shall be first offered to Division 2 operators, second to Division 3 operators and finally to Division 1 operators.

1. In order to assure that each employee has an equal opportunity to receive an overtime run, each Division 2 operator will be assigned to a "wheel" that shall govern the rotation of the overtime assignments. The operator shall be assigned to the "wheel" in order of his seniority and regular days off. If there are no Division 3 drivers available and the Division 1 drivers refuse to work, the least senior Division 2 driver must work.
2. A platform run shall be defined as an assignment to any regular route regardless of length. That is, a platform run may be either a ten-hour run or a split run, 4.75, 5.00 or 6.25 hours. A standby will not count as a run. Once the schedule has been posted, overtime platform assignments shall not be altered. The remaining operators on that day's "wheel" in order of seniority will fill any additional vacancies.

Section 2. All regular Motor Coach Operators shall receive one and one-half (1½) times the regular rate of pay for all work performed over ten (10) hours per day:

- A. Time and one-half shall be paid for all hours worked in excess of ten (10) hours per day and forty (40) hours per week for which overtime has not previously been earned.
- B. Any paid time off in lieu of work shall be considered as part of the time actually worked for computing overtime. No employee shall automatically receive overtime pay for Saturdays.
- C. Part-Time Operators shall be paid 13.25 hours for working fixed route platform runs, same as a Full-Time Operator or while working for a Full-Time Operator who receives forty (40) hours pay.

Section 3. All Extra Motor Coach Operators shall receive a minimum of one and one-half (1½) hours for each platform assignment.

Section 4. All Motor Coach Operators, when required by the City to report for extra work and fail to receive a platform assignment, shall be paid a minimum of one and one-half (1½) hours for each time they are required to report, but not used on the platform assignment.

Section 5. The Union and the City hereby specifically agree that no lunch break shall be given to Motor Coach Operators and said Operators shall be expected to eat meals as past custom has dictated.

## **ARTICLE XIV**

### **OTHER TIME OFF**

**Jury Duty.** Employees who are required to serve on a jury, to serve as a witness, to report for draft examinations or U.S. Armed Forces Encampment, and actually lose time from work as a result, will be paid for any loss not covered by other payment for such service up to a limit of fifteen (15) consecutive days. Such supplemental pay will be limited to a maximum equal to the employee's normal shift. Any payment received for jury duty shall be turned over to the City per the employee handbook.

**Blood Donations.** Operators shall be given the opportunity to donate blood at the City Hall Red Cross Collection, by means of a relief driver. Operators donating blood shall not lose pay for the act of donating blood. The Director of Transit will require adequate notice for scheduling purposes.

## **ARTICLE XV**

### **SICK LEAVE**

Section 1. Current full-time personnel prior to May 1, 2011, will be grandfathered in as follows:

Full-time employees may be entitled to sick leave, a total of not to exceed ten (10) hours per month. Unused sick leave may be accumulative up to a maximum of four hundred eighty (480) hours. At the end of each calendar year, those employees who have exceeded their maximum will be paid at their current rate for all the excess hours. To be eligible for sick leave, the employee may be required to prove such sickness, which sickness shall not be the direct or indirect result of the use of alcoholic beverage or drugs not prescribed in the course of medical treatment. Sick pay will be paid consistent with employee's work schedule.

Full-time personnel hired after May 1, 2011, may be entitled to sick leave, a total not to exceed six (6) hours per month. Unused sick leave may be accumulative up to a maximum of three hundred ninety two (392) hours. At the end of each calendar year, those employees who have exceeded their maximum will be paid at one half (1/2) their current rate for all excess hours. To be eligible for sick leave, the employee may be required to prove such sickness, which sickness shall not be the direct or indirect result of the use of alcoholic beverage or drugs not prescribed in the course of medical treatment. Sick pay will be paid consistent with employee's work schedule.

At the termination of employment, any unused sick leave credit standing in the employee's account can:

A) Be paid at full pay rate to the employee or upon his death full rate to his estate in a lump sum; or

B) Upon completion of eight (8) years of continuous service an employee may elect to:

- 1) Have sick leave reimbursed up to one-half (1/2) of the total accumulated sick leave.
- 2) Turn in all unused sick leave towards retirement up to a maximum of one (1) year.

The additional pension service credit applies solely to employees terminating for retirement purposes. The effective date of pension must be within sixty (60) days of termination.

Section 2. In the case of loss of time due to any injury arising out of and in the course of employment, an employee may only utilize and apply his accumulated sick leave for the 2<sup>nd</sup> and 3<sup>rd</sup> days following the injury.

Section 3. Employees may use up to two (2) days per calendar year of their sick time to take care of their immediate family. The immediate family shall include mother, father, spouse, son, daughter, stepson, stepdaughter, or legal guardian.

Section 4. Any full-time employee prior to May 1, 2011, will be entitled to major illness leave in addition to sick leave not to exceed ninety-six (96) hours per calendar year (accumulating at the rate of eight (8) hours per calendar month). Unused major illness leave shall be accumulated up to a maximum of nine hundred sixty (960) hours.

Any full-time employee hired after May 1, 2011, will be entitled to major illness leave in addition to sick leave not to exceed seventy two (72) hours per calendar year (accumulating at the rate of six (6) hours per calendar month). Unused major illness leave shall be accumulated up to a maximum of seven hundred twenty (720) hours.

In order to be eligible for major illness leave, an employee must provide proof to the Director of Transit, in the form of a doctor's written statement, as to one of the conditions below:

- A. That such accident or illness is of a nature to require the employee to be absent from work for more than three (3) consecutive working days, whereupon the major illness leave would start on the fourth (4<sup>th</sup>) working day lost. The major illness leave shall be used for such illness only after all accumulative sick leave has been used.
- B. That such accident or illness is of a nature as to require the employee to be admitted to the hospital for an overnight stay, major illness leave will start on the first (1<sup>st</sup>) day of hospital confinement, and shall continue until the doctor releases the employee for work.

Major illness leave will not have the full or half pay (1/2) pay clauses in any case. Major illness pay shall be at the employee's present rate of pay when taken ill.

For leaves based upon the circumstances described under Condition A, which does not ultimately result in any overnight hospitalization, no employee shall be permitted more than five (5) days per calendar year of Major Illness Leave.

## **ARTICLE XVI**

### **BEREAVEMENT LEAVE**

Section 1. Employees will be given up to five (5) days off with pay for time actually lost as a result of a death of his immediate family (spouse, son, daughter). Employees will be given up to three (3) days off with pay for time actually lost as a result of a death of either his mother or step-mother, but not both, or either his father or step-father, but not both, mother-in-law, father-in-law, brother, sister, son-in-law and daughter-in-law, and if living with the employee, a step-son or step-daughter. Time off shall be consecutive scheduled workdays and shall end the day of the funeral or the day after if travel is necessary. Leave will not be granted unless the employee actually attends the funeral of the deceased.

All employees will be given one (1) day off with pay to attend the funeral of a grandmother, grandfather, brother-in-law, sister-in-law, and/or grandchildren.

Should the employee desire time off to attend funerals for other than the immediate family, the Management and Supervisory personnel will make every effort to accommodate such requests, within the limits of production requirements. Any time off granted for this purpose will be without pay.

Should an employee be requested by the family of a deceased employee or former employee to act as a pallbearer, the City will allow such request and pay each employee the lost time required to perform the deed, if the request by the family is made to the Management.

Section 2. Any employee serving as pall bearer will be given up to one (1) day without pay for time actually lost provided said employee is not receiving other Funeral Leave benefits at that time.

## **ARTICLE XVII WAGE RATES**

Section 1. The straight time hourly rate of pay for full-time Motor Coach Operators shall be as follows:  
**Hourly Rate of Pay**

5/1/15	\$20.27	2.25%
5/1/16	\$20.72	2.25%
5/1/17	\$21.22	2.40%

Section 2. The straight time hourly rate of pay for full-time Para-Transit-Operators shall be as follows:

5/1/15	\$20.47	2.25%
5/1/16	\$20.92	2.25%
5/1/17	\$21.42	2.40%

Section 3. Effective May 1, 2008 all employees with twenty (20) years of service or more will be granted a 1% longevity bonus. The bonus will be calculated on base salary for the projected calendar year.

Section 4. The straight time hourly rate of pay for Part-time/Probationary Operators shall be as follows:

	Start	6 months	12 months
5/1/15	\$11.11	\$14.74	\$20.27
5/1/16	\$11.36	\$15.11	\$20.72
5/1/17	\$11.63	\$15.47	\$21.22

Section 5. During the probationary period, the City retains the authority to assign a Motor Coach Operator to a fixed route or paratransit route for which he/she has received training and the Motor Coach Operator shall be compensated for such assignments at the appropriate probationary rate of pay described in this Section.

Section 6. The straight time hourly rate of part-time Senior Transport Drivers shall be as follows:

5/1/15	\$11.03	2.25%
5/1/16	\$11.28	2.25%
5/1/17	\$11.55	2.40%

Section 7. The straight time hourly rate of part-time Quincy University Shuttle Drivers shall be as follows:

5/1/15	\$13.19	2.25%
5/1/16	\$13.49	2.25%
5/1/17	\$13.81	2.40%

## **ARTICLE XVIII**

### **MISCELLANEOUS**

Section 1. Personnel who terminate their employment without a minimum of two- (2) weeks advance written notice or are terminated for misconduct will forfeit vacation, holidays, and sick leave benefits accumulated to the date of termination.

Section 2. If an employee accepts a position in a different department in the City, he/she shall retain all accrued vacation time, personal days and sick time and all seniority regarding length of vacation time earned. The employee will, however, have no seniority concerning the rights given in the particular union contract involved, i.e., picking and bidding.

Section 3. All current employees and new employees are encouraged to be on the City's direct deposit program.

## **ARTICLE XIX**

### **INSURANCE**

Section 1. All employees, excluding Senior Transport Drivers, will be offered the City's group insurance program 90 days from the date of employment. If the employee elects and qualifies, the employee will pay \$30.00 a month for the employee coverage under such group insurance for the first year of the contract, \$45.00 a month for the second year of the contract and \$50.00 a month for the third year of the contract. If the employee elects dependent coverage, and qualifies, then the City will pay one-half (1/2) of the full cost of the group insurance. The City will pay the full cost of eligible dependent insurance coverage for the month(s) that an employee is absent due to illness at least one-half (1/2) of the working days in that month and the employee has all his major illness time used (i.e., the employee is on unpaid medical leave absence not to exceed (a) twelve (12) consecutive months; or (b) a total cumulative period of twelve (12) months in any eighteen month period.

Quincy University Drivers – The City will pay fifty (50) percent of the cost of both the employee and dependent coverage and the employee will pay the remaining fifty (50) percent.

Section 2. The City reserves the management right to change insurance carriers and/or the level of benefits upon sixty (60) days written notice to the Union. The City agrees to invite a Union representative to participate in discussions with appropriate City representatives prior to implementation of any changes in carriers or benefits, but the decision of the City shall be determinative and final.

Section 3. Insurance Committee: The City and the Union agree to participate in an insurance committee established to review ways and means of controlling or reducing health insurance costs. The Insurance Committee may make recommendations to the City Council for changes in health care premiums. One (1) representative from the Union and two (2) management representatives will be eligible to participate as committee members. Recommendations may be made with a two-thirds (2/3) majority of the committee. Any recommended changes remain subject to the approval by the City Council. Any savings generated by plan changes that are enacted through the work of the committee following the execution of this Agreement shall result in a proportionate decrease in premium costs.

## **ARTICLE XX**

### **SAFETY**

Section 1. It shall be the policy of the City and/or Supervisory Personnel to encourage the effective operation of a safety committee.

Section 2. The City and/or supervisory personnel may prepare, issue, and enforce work rules and safety regulations necessary for safe, orderly, and efficient operation of the department.

## **ARTICLE XXI**

### **LEAVE OF ABSENCE**

Section 1. Members of the Union who may be elected or appointed to any office of the Union, Local or International, which requires absence from the service of the employer, shall be granted a leave of absence without loss of seniority to attend to duties of such office, provided that such leaves of absence shall not be in such numbers as to be a detriment to the service of the employer, and provided such employee applies for reinstatement during the term of this Agreement, or any renewal, amendment or extension thereof within thirty (30) days from the date of retirement from such office.

Section 2. Employees applying for reinstatement after a leave of absence of more than thirty (30) days must be able to qualify for the job under the then existing employment standard of the employer, and their compensation shall be at the then prevailing rate. Employees returning from leaves of absence shall retain their original assignment at the time of leaving, except in cases where vacancies, new positions, or changes have been made during the period of their absence, in which event such employees shall be allowed to exercise seniority in displacing a junior employee on such vacancies, new positions, or changes.

Section 3. The period of leave of absence shall not be considered as time worked or as service with the employer within the meaning of any of the other provisions of this Agreement.

Section 4. Employees on leave of absence from the employer's service shall be furnished a letter covering such leave of absence. A copy of such letter shall be furnished to the Union.

Section 5. Any employee with seniority shall be eligible for a medical leave of absence subject to "medical certification" of a "serious health condition" which would entitle an employee to leave under the "Family and Medical Leave Act of 1993" (FMLA) (29 U.S.C. Sec. 2601 et. Seq.). Any leave provided under this section shall be in lieu of and shall be credited against any employee FMLA entitlement of rights to leave. Any employee who has been granted a Medical Leave of Absence shall keep the City informed of the employee's medical status at least every thirty (30) days and will be reasonably required by the City to confirm such medical condition or status. The employee's seniority shall accumulate during such leave, but the employee shall not otherwise accrue benefits (for example vacation, sick days and the like) during such absence.

Section 6. Leave of absence for purposes other than those herein above set forth may be granted for periods not to exceed thirty (30) days; provided, however, that the granting of leaves shall be entirely at the option of the employer and such leaves shall be taken in accordance to all other provisions of this Article.

## **ARTICLE XXII**

### **ATTENDANCE AND ABSENCES**

Section 1. The Director of Transit Department will determine the hours of work in accordance with operational requirements. It will be necessary for all employees to be present on their scheduled workdays ready to start work at the scheduled starting time. If an employee must be absent, the following rules must be observed:

- A. Regular and punctual attendance at work is a condition of employment. If an employee's attendance and/or tardiness record is not satisfactory, he will be warned and the Director of Transit Department will discuss the matter with him. If his record does not improve after such discussion and warning, he will be subject to such discipline, including suspension or dismissal, as the circumstances may warrant.

- B. Employees are not to be absent from their scheduled work without permission or without a justifiable excuse as defined herein. Employees who for any reason find it impossible to report to work at their regularly scheduled hour are required to notify their supervisors so far in advance as possible, but in no event less than one (1) hour before the commencement of their work shift.

Employees who have not reported for work at the commencement of their scheduled shift, and who have not been excused, will be off for the remainder of that day without pay. An extra driver will be assigned to fill the run.

- C. An employee, after an absence of one (1) day or more, must notify his supervisor as far in advance as possible when he will be able to return to work.
- D. Unless the supervisor has been properly notified and the employee has a justifiable excuse, an employee absent from his work for forty-eight (48) hours without notice shall be considered to have terminated his employment unless he can prove to the satisfaction of the Director of Transit that circumstances prevailed which made notification impossible.
- E. For the purpose of this rule, an employee will be considered as being absent with a justifiable excuse only if he is:
1. On his vacation or other time off designated by the employee handbook
  2. So sick that he is unable to report for work and is able to supply proof of such illness.
  3. Absent because of the illness of some member of his immediate family (spouse, child, father, mother, brother or sister) makes his attendance impossible and he is able to provide proof of such illness.
  4. Advised by his supervisor that his services are not required because of breakdown or lack of work or otherwise absent because of action initiated by the City.

Illness referred to in the above provision shall not cover illness resulting directly or indirectly from the use of alcoholic beverages or drugs, except upon medical prescription.

## **ARTICLE XXIII**

### **WORK HABITS**

Section 1. All employees are expected to perform and work in an efficient, safe and capable manner, particularly as it affects other employees, cost and quality of the work. Employees will be held responsible for the condition of the areas in which they work and shall cooperate in maintaining the general cleanliness and orderliness of the work areas.

## **ARTICLE XXIV**

### **MEDICAL EXAMINATIONS**

Section 1. The Employer may require any of its employees to submit at any time to a physical examination by a physician duly licensed to practice as such.

Section 2. The examining physician shall be selected by the Employer, and the cost of such examination shall be paid by the Employer.

Section 3. As a condition of continued employment with the Employer, any physical examination above provided for must reveal the physical and mental fitness of the employee.

Section 4. Should any required physical examination above provided for reveal the physical or mental unfitness of the employee involved to perform his duties, he may, at his option, have a review of his case in the following manner:

- A. He may employ a licensed physician of his own choosing and at his own expense for the purpose of conducting a further physical examination for the same purpose as the physical examination made by the physician employed by the Employer. A copy of the findings of the physician chosen by the employee involved shall be furnished to the Employer, and, in the event that such findings verify the findings of the physician employed by the Employer, no further medical review of the case shall be afforded.
- B. In the event that the findings of the physician chosen by the employee involved shall disagree with the findings of the physician employed by the Employer, the Employer, at the written request of the employee involved, will ask that the two (2) physicians agree upon and appoint a third qualified, licensed and disinterested physician for the purpose of making a further physical examination of the employee involved, and the findings of a majority of the three (3) examining physicians shall determine the disposition of the case and be final and binding upon the parties hereto. The expense of the employment of such third medical examiner shall be shared equally by the Employer and the Union.

Section 5. Should a physical examination above provided for reveal physical or mental unfitness caused by disease, defects or disabilities of a temporary and curable nature, and the employee involved is willing to have the cause or causes of such illness treated and rectified, then, and in that event, depending upon the particular circumstances of each case:

- A. The employee involved may continue working while undergoing medical treatment.
- B. The employee involved shall be taken out of service and given a leave of absence for the purpose of undergoing medical treatment until such time as the examining physician shall certify to his physical and mental fitness to perform again the duties for which he was employed; provided, however, such leave of absence shall not extend for a period of more than one (1) year and the seniority of the employee involved shall be unaffected thereby. Such a leave of absence shall further be subject to the provisions of the Article relating to Leaves of Absence, and any employee on leave of absence because of physical or mental unfitness to perform his duties may be required to supply the Employer with a physician's report covering his condition at least once every thirty (30) days.

Section 6. The employer shall pay one-half (1/2) the cost of eye examinations per employee per year after insurance has paid their portion. The City will pay up to seventy dollars (\$70.00) for frames and fifty (\$50.00) for watches that are damaged or destroyed while such employee is acting in performance of his duties.

## **ARTICLE XXV**

### **CHANGES IN STATUS**

Section 1. Employees shall notify the Human Resources Department immediately of any change in address, telephone number, marital status, exemption claims for withholding tax or record of immediate family.

## **ARTICLE XXVI**

### **NOTICES**

Section 1. Any notice given to an employee shall be considered as sufficient when:

- A. He is contacted personally.

- B. He has been telephoned, electronically notified, or mailed such notice to his address last recorded in the department.
- C. Such notice has been posted on the department bulletin board prior to expiration of the affected employee's workday.

## ARTICLE XXVII

### DISCHARGE

Section 1. No employee of the City shall be discharged without cause. It is not the policy of the City to suspend or discharge personnel without at least warning. However, the following list of offenses, practices and actions, because of their serious nature, may subject personnel to immediate suspension or discharge without notice, and may be considered sufficient cause for discharge.

- A. Violation of any law with particular reference to:
  - 1. Carrying concealed weapons, fighting or attempting bodily injury to another.
  - 2. Stealing, making fraudulent records or malicious mischief resulting in the injury or destruction of property of others or of the City.
- B. The introduction, possession or use on the job of intoxicating liquors or habit forming drugs, or reporting for duty under the influence of such liquors or drugs.
- C. Smoking in prohibited areas.
- D. Failure to immediately report accidents or personal injury to proper authorities.
- E. Refusal to perform regular work or other reasonable tasks assigned.
- F. Profane or abusive language towards other personnel or the public.
- G. Absence from duty without permission except for causes or circumstances beyond the employee's control which prevents the giving of notice or leaving a post of duty without permission or without proper relief.
- H. Profiting directly or indirectly from any contract, purchase, sale or service in connection with City employment or accepting any free or preferred service or benefit by reason of such employment, without the approval of the Director of Transit.
- I. Sleeping while on duty.
- J. Failure to exercise reasonable caution and care to prevent damage or loss of the department's or other property or equipment.
- K. Failure to report at once a disease or condition which endangers fellow employees.
- L. Inaccurate or unthoughtful testimony given in accident investigations or in connection with physical examinations.
- M. Disorderly or immoral conduct not in accordance with the common standards of decency or propriety.
- N. Offering or receiving money or other valuable consideration in exchange for a job, better working place or change in working conditions.

- O. Employee found not maintaining his or her bona fide place of residence in accordance with the current policies outlined in the employee handbook.

Section 2. After any person has been warned once, violation of the following rules may result in immediate suspension or dismissal without notice:

- A. Any conduct not specifically mentioned above which interferes with or obstructs in any manner the normal operations of the department or endangers the safety of himself or any other employee.
- B. Intimidation or molestation of any individual or a group of individuals.
- C. Solicitation of funds without the Superintendent's approval.
- D. Other conduct which warrants disciplinary action.
- E. Unauthorized entry on City premises.
- F. Carrying on unauthorized activities during working hours or unauthorized use of City equipment or property.
- G. Failure to satisfy a judgment against the employee or to make reasonable payments thereon in accordance with his means.
- H. Falsifying time records, taking unauthorized rest periods, or loitering. Authorized rest periods or work breaks shall be only at the time and places posted by the Director of Transit on the department bulletin board.

Section 3. A meeting with the employee is not required for a written verbal warning, unless requested by the employee, in which case one representative may attend. If further disciplinary action beyond a verbal warning is necessary, then a meeting with the employee shall be required.

## **ARTICLE XXVIII**

### **REDUCTION IN PERSONNEL – RE-EMPLOYMENT**

Section 1. When necessary to reduce the regular force of Motor Coach Operators, layoffs shall be made in the inverse order of seniority.

Section 2. When regular forces of Motor Coach Operators are increased, former employees are to be offered re-employment in the reverse order in which they were laid off; provided this Agreement or any renewal, amendment or extension thereof is still in effect and no more than one (1) year shall have elapsed since their layoff.

Section 3. When a layoff exceeds thirty (30) days, the person offered re-employment under the provisions of this Article shall pass a physical examination conducted by a doctor selected by the Employer and such person shall be subject to the then existing conditions of employment of the Employer.

Section 4. In the re-employment of personnel as provided in this Article, the following procedure will be followed:

- A. First, the Employer will attempt to notify each person to be re-employed to report to work by registered U.S. mail (return receipt requested) or by telegram. Such letter or telegram shall be directed to the last known address of such person, and a copy thereof shall be furnished to the Union. By so doing, the Employer shall have discharged its obligations under this Article. Employees who were laid

off must keep the Employer and the Union supplied with a correct and up-to-date mailing address or risk forfeiture of their seniority and re-employment rights hereunder.

- B. Second, persons so notified to report for work must report for work within ten (10) days after date of mailing of letter or transmitting of telegram or lose their seniority and re-employment rights hereunder. However, this ten (10) day period may be extended under certain conditions if mutually agreeable to both parties of this contract.

Section 5. When a union position is vacated, it shall be filled within sixty (60) days unless the position is abolished or left vacant due to budgetary reasons. No full-time employee shall be laid off before all part-time employees have first been laid off.

Section 6. In the event of a layoff, i.e., due to cutback or termination of service, the President of the Union shall be given notice, by certified mail at his or her last known address, of any job opening in the City staff for a period of twelve (12) months from said lay-off. If no one is laid off at the time of an opening, no notice pursuant to this paragraph is necessary.

Section 7. Should an hourly position come open in any department of the City, written notice of said position shall be posted on the employee bulletin board at the time of the opening. Said notice shall include job requirements, labor grade and hourly wage rate. Any member of the Union may submit a written application for the open position but said application must be submitted within three (3) working days of the position opening. After the employees covered under the same contract as the open position have exercised their right to bid or request said position, any written request submitted as stated above shall be granted consideration prior to the hiring of any person not presently under the City's employ. Written notice shall be given any applicant that submits a timely request as to whether or not he/she was selected for the position, or if position was filled by someone presently employed by the City, or a new hire. Notice shall be given to applicant within five (5) days after selection is made.

## **ARTICLE XXIX**

### **GENERAL PROVISIONS**

#### **Section 1. Uniforms.**

- A. Uniforms for all full-time Motor Coach Operators, Special Transit Vehicle Operators, and Regular Extra Motor Coach Operators shall be initially furnished and subsequently replaced as necessary by the City.
- B. The City and Local 1108 agree to establish a Standing Joint Labor Management Committee to meet and confer on issues concerning Operators' uniforms.
- C. Uniforms for all Motor Coach Operators and Special Transit Vehicle Operators shall include one (1) jacket, pants, shirts, shorts, sweaters/sweatshirts and winter coats per employee.
- D. Employees will be allowed to purchase at their own expense and wear khaki or navy pants, "blue" jeans, khaki or navy capris and Bermuda or walking shorts no more than 2 inches above the knee. No blue jean shorts. No low rise or skin tight apparel. All clothing must be in acceptable condition and not torn, ragged, extremely faded or patched.

All operators shall receive one hundred dollars (\$100.00) per year for maintenance of uniforms. The City will pay this amount by December 1 of each year. Uniforms must be worn while on duty.

Section 2. All employees, within six (6) months of hire, shall maintain his or her bona fide place of residence in accordance with the current policies outlined in the employee handbook.

## **ARTICLE XXX**

### **STRIKE WORK STOPPAGES, SLOWDOWNS, MASS ABSENTEEISM AND WILDCAT STRIKES PROHIBITED**

Section 1. In order for the City of Quincy to discharge its charter obligations to provide municipal functions and protect the health, welfare and safety of its citizens, it is essential that city services continue at all times without disruption. Acceptance of public employment carries with it an obligation and responsibility to act affirmatively at all times to assure the continuation and promotion of the public's health, safety, and welfare. Accordingly, the Union, its agents, or any employees, for any reason, is hereby prohibited from authorizing, instituting, or engaging in strikes, work stoppages, slowdowns, mass absenteeism, or wildcat strikes. Any person who violates this prohibition shall be subject to any of the following, without limitations: reprimand, suspension or discharge of an employee; and, in the case of the employee organization representing Quincy Transit Lines employees in collective bargaining, withdrawal of recognition, withdrawal of dues, check-off authority, injunctive relief, suit for damages, and any other reasonable penalty or remedy. The Union will not resort to the grievance procedure as specified in this Agreement on the employee's behalf.

In the case of a wildcat strike, it shall be the duty of the employee organization to bring the employees back to work, although in the event of any of the above, the Mayor may summarily apply any of said sanctions. Further, the City, through the Mayor, reserves the right to hire permanent replacement personnel in the event of any of the above. During the term of this Agreement, neither the Union, its officers or agents, or any employee will, directly or indirectly, promote, induce, instigate, encourage, authorize, ratify, condone, or participate in any of the above-prohibited activities, regardless of the reason for doing so.

Section 2. The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

## **ARTICLE XXXI**

### **CDL LICENSE**

Section 1. For those employees placed on the City's CDL Drug testing list and required to have a Commercial Driving License with air brake and passenger option, the City of Quincy will reimburse said employee, the cost of the CD License.

Section 2. If an employee has his CD License suspended for too many traffic violations or for driving while under the influence or driving while intoxicated, he will be in a disciplinary situation, which could include discharge.

## **ARTICLE XXXII**

### **LABOR/MANAGEMENT COMMITTEE**

Labor and Management shall form a joint committee which will consist of the members of Local 1108 Executive Board and Management. Meetings will be held no less than quarterly and more frequent if necessary as agreed upon by both parties. The time and place of the meetings will be determined by mutual agreement between the President of Local 1108 and the Department Head. The meetings shall not exceed one (1) hour unless both parties agree to an extension.

**ARTICLE XXXIII**  
**TERMINATION**

This Agreement shall be in full force and effect from the first day of May 2015 to the last day of April 2018.

**ARTICLE XXXIV**  
**ENTIRE AGREEMENT**

This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and, together with any letters of understanding executed concurrently (or after) with this Agreement, constitutes the complete and entire agreement between the parties and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

**ARTICLE XXXV**  
**VALIDITY**

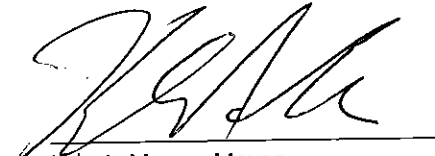
Section 1. This Agreement shall be subject to all federal and state laws and all local ordinances existing or hereafter enacted.

Section 2. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of last resort of competent jurisdiction, the remainder of the provisions shall not be affected thereby, but shall continue in full force and effect.

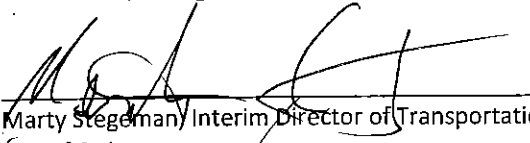
Signed this 17<sup>th</sup> day of Nov 2015



Sharon Moeller, Financial Secretary  
Local #1108, Amalgamated Transit Union



Kyle A. Moore, Mayor  
City of Quincy



Marty Stegeman, Interim Director of Transportation  
City of Quincy